TABLE OF CONTENTS

I.	NAT	URE AND STAGE OF THE PROCEEDINGS1
II.	SUM	MARY OF ARGUMENT1
III.	STA	TEMENT OF FACTS5
	A.	The Industry's Concern About Standardizing Technology That Only One Vendor Would Be Able To Sell
	В.	TruePosition's Assurances To The Industry And Andrew That UTDOA/SDCCH Licenses Would Be Available
	C.	TruePosition's Silence Concerning An Unwillingness To Grant UTDOA/SDCCH Licenses
	D.	Andrew's Decision To Develop UTDOA/SDCCH Products And Help TruePosition Standardize UTDOA/SDCCH14
	E.	TruePosition's Agreement To "Create A Solution That We All Benefit From"
	F.	Andrew's And TruePosition's Joint Efforts To Standardize UTDOA/SDCCH18
	G.	TruePosition's Post-Standardization Refusal To Grant UTDOA/SDCCH Licenses To Other Vendors24
IV.	ARG	EUMENT28
	A.	TruePosition's Claims Should Be Barred Under The Doctrine Of Equitable Estoppel28
		By Its Affirmative Conduct And Silence, TruePosition Led Andrew Reasonably To Infer That TruePosition Did Not Intend To Enforce Its Patent Against Andrew
		2. Relying On TruePosition's Conduct And Silence, Andrew Joined Forces With TruePosition To Get UTDOA/SDCCH Standardized And Successfully Bid On A Contract To Sell UTDOA/SDCCH Equipment
		3. Due To Its Reliance, Andrew Will Be Materially Prejudiced If TruePosition Is Allowed To Recover Damages On Its Claims And Enjoin Andrew From Practicing UTDOA/SDCCH